



**STATE OF TENNESSEE
TENNESSEE REHABILITATIVE INITIATIVE IN CORRECTION (TRICOR)**

**REQUEST FOR PROPOSALS
FOR
TRICOR MANAGEMENT SYSTEM (TMS)**

RFP # 8000670

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1. INTRODUCTION

The State of Tennessee, Tennessee Rehabilitative in Correction (TRICOR), hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The purpose of this contract is to build a customized application system for TRICOR that will track and monitor offender programs sponsored by the State, and to track and monitor their success upon release from a Tennessee correctional institution. The application system will also track and monitor employee training to determine what, if any, correlation exists between offender success and employee qualifications and/or engagement.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- Scope of Services, Deliverables, and as Defined in Relevant Attachments 6.8 through 6.14 (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 8000670

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential Proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Mary E. Hall, Buyer-Planner Manager
TRICOR - State of Tennessee
1501 County Hospital Road
Nashville, Tennessee 37218
Mary.E.Hall@tn.gov
Telephone # (615) 253-8811 Ext, 1013
FAX # (615) 253-8822

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential Proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers with a Handicap or Disability

Potential Proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential Proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

- 1.6.1. Each potential Proposer must carefully review this RFP, including but not limited to, attachments 6.7 through 6.15, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any potential Proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential Proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

1501 County Hospital Road, Nashville, TN 37218

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions; however potential Proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential Proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential Proposers as indicated in RFP Section 6.7 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential Proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of an e-mail or other written communication). RFP Coordinator contact information is located in RFP Section 1.4.2.1. Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (Central Time Zone)	DATE (All Dates are State Business Days)
1. RFP Issued		April 10, 2012
2. Disability Accommodation Request Deadline	3:00 p.m.	April 16, 2012
3. Pre-proposal Conference	9:00 a.m.	May 03, 2012
4. Notice of Intent to Propose		May 14, 2012
5. Written "Questions & Comments" Deadline	3:00 p.m.	May 21, 2012
6. State Response to Written "Questions & Comments"		May 25, 2012
7. Request for Proposal Deadline	3:00 p.m.	June 07, 2012
8. State Completion of Technical Proposal Evaluations		June 22, 2012
9. State Completion of Cost Proposals Evaluations	3:00 p.m.	June 27, 2012
10. Contract Signing		July 11, 2012
11. Contractor Contract Signature Deadline	3:00 p.m.	July 25, 2012

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential Proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amount of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 8000670 TECHNICAL PROPOSAL ORIGINAL”

and two (2) copies of the Technical Proposal each in the form of two (2) paper documents labeled:

“RFP # 8000670TECHNICAL PROPOSAL COPY”
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 8000670 COST PROPOSAL ORIGINAL”

and two (2) copies of the Cost Proposal each in the form of two (2) paper documents labeled

“RFP # 8000670 COST PROPOSAL COPY”
- 3.2.3. A Proposer must separate, seal, package, and label the documents for delivery as follows.
 - 3.2.3.1. The Technical Proposal original document and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 8000670 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and copies must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 8000670 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”
 - 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 8000670 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL
FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Mary E. Hall, Buyer-Planner Manager
TRICOR - State of Tennessee
1501 County Hospital Road
Nashville, Tennessee 37218
Mary.E.Hall@tn.gov
Telephone # (615) 253-8811 Ext, 1013
FAX # (615) 253-8822

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;

- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two (2%) of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. Disclosure of Proposal Contents

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence.

4.9. Contract Approval and Contract Payments

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:
 - a. the proposal adequately meets requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.
- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical

Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the TRICOR for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The State's General Manager of Information Systems will determine the apparent best-evaluated proposal.
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 8000670 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.)

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least one hundred and twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are <u>not</u> completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p>

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	
		<ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information. 	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = RFP § 5.1. NUMBER)</i>			
<i>State Use – Evaluator Identification:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		6	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		6	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		6	
	C.4.	Provide documentation that illustrates how the Proposer will submit and manage a comprehensive project plan as outlined in Attachment 6.9.		6	
	C.5.	Provide documentation that illustrates the Proposer has a clear understanding of the State's business and system design requirements as outlined in Attachment 6.10.		25	
	C.6.	Provide documentation that illustrates the Proposer has a clear understanding of the testing and training needs of the State as outlined in Attachment 6.11.		15	
	C.7.	Provide documentation that illustrates the Proposer has a clear understanding of the State's technical environment and technical requirements as outlined in Attachment 6.12.		20	
	C.8.	Provide documentation that illustrates the Proposer has a clear understanding of the Change Order process and Maintenance Phase of the project as outlined in Attachment 6.13.		3	
	C.9.	Provide documentation, including resumes, that illustrates a clear understanding of the key personnel to be assigned to the project as outlined in Attachment 6.14.		8	
	C.10.	Provide documentation that illustrates the Proposer has a clear understanding of the liquidated damages that may result if contract obligations are not met, as outlined in Attachment 6.15.		5	
<p><i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p> <p style="text-align: right;">Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>					

RFP ATTACHMENT 6.2. — SECTION C (continued)

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Total Raw Weighted Score <hr style="width: 40%; margin: 0 auto;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> X RFP § 5.1. NUMBER <i>(maximum possible score)</i> </div> <div style="text-align: center;"> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
TMS PROPOSAL	\$ / UNIT	9	
TMS MAINTENANCE	\$ /HOUR	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals <hr/> evaluation cost amount being evaluated			x RFP § 5.1. NUMBER (maximum section score)
			= SCORE:
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 8000670 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by Proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization? Please provide a brief narrative – either written or oral – on the success of the client's project implementation.**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: § 5.1. NUMBER)						
TRICOR General Manager IS						
Manufacturing Systems Specialist						
Operations Project Management Office(OPMO) Project Manager						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 5.1. NUMBER)						
TRICOR General Manager IS						
Manufacturing Systems Specialist						
Operations Project Management Office(OPMO) Project Manager						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: § 5.1. NUMBER)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: NUMBER)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 8000670 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Tennessee Rehabilitative in Correction (TRICOR), AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Tennessee Rehabilitative in Correction (TRICOR), hereinafter referred to as the ‘State’ and Contractor Legal Entity Name, hereinafter referred to as the ‘Contractor,’ is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Corporation.

Contractor Place of Incorporation or Organization: **LOCATION**

Contractor Edison Registration ID # **NUMBER**

A. SCOPE OF SERVICES:

- A.1. The purpose of this contract is to build a customized application system for TRICOR that will track and monitor offender programs sponsored by the State, and to track and monitor their success upon release from a Tennessee Correctional Institution. The application system will also track and monitor employee training to determine what, if any, correlation exists between offender success and employee qualifications and/or engagement.
- A.2. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.3. The services, deliverables, technical specifications, and delivery requirements that the contractor must provide and meet can be found in the Attachments 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning July 01, 2012, and ending on June 30, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Project Plan Delivered (all phases) and Approved by State	\$ Number
Phase I Design Document and Prototype Delivered and Approved by State	\$ Number
Data Center Migration Plan (all phases) Delivered and Approved by State	\$ Number
Phase I Primary User Acceptance Sign-off	\$ Number
Phase II Design Document and Prototype Delivered and Approved by State	\$ Number
Phase II Primary User Acceptance Sign-off	\$ Number
Phase III Post Implementation Review Sign-off	\$ Number
Phase IV Maintenance	\$ Number per Hour

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TRICOR - State of Tennessee
Accounts Payables
240 Great Circle Road
Suite 310
Nashville, TN 37228

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: TRICOR - State of Tennessee
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in Attachments 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15. and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
 - D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by the officials who approved the base contract and any of the specifics of the contract as amended
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
 - D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
 - D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tennessee Code Annotated, Section 12-4-124, et seq., addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Reference, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Annotated, Section 12-4-124, et seq. for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in Tennessee Code Annotated, Section 12-4-401, et seq..
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mary E. Hall, Buyer-Planner Manager
TRICOR - State of Tennessee
1501 County Hospital Road
Nashville, Tennessee 37218
Mary.E.Hall@tn.gov
Telephone # (615) 253-8811 Ext, 1013
FAX # (615) 253-8822

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the

Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.6. Ownership of Software and Work Products.
- a. Definitions.
 - (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, as the term is defined in the RFP Pro Forma Contract Paragraph at E.6.a.(5) above, and custom developed application software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be

disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to Proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
- E.11. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor in writing of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Description of Liquidated Damages contained in RFP Attachment 6.15 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested

material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.12. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.13. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State,

shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

- E.14. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

IN WITNESS WHEREOF,
CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)
STATE AGENCY NAME:

NAME & TITLE DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Contractor/Consultant Non-Competition Covenant

In consideration of consulting/contracting with TRICOR of _____,
(Contractor's Name)

I understand, acknowledge, and agree that TRICOR's customers, potential customers, lists of customers, design techniques and financial information are valuable, special and unique assets of TRICOR. I understand that by virtue of my consulting/contracting with TRICOR; I may acquire access to such confidential and sensitive trade information which, if used by a competitor, could result in serious damage or injury to the business interest of TRICOR. I acknowledge and agree that, during the term of my consulting/contracting, I shall serve the customers of TRICOR in a representative capacity only.

Upon termination of consulting/contracting with TRICOR, for any reason or cause whatsoever, I will not engage or be employed, directly or indirectly, in competing against TRICOR's products or services or divulging TRICOR's confidential and sensitive trade information, for a period of one year. I will not engage in any other substantially similar service for myself nor for any individual, firm, corporation, or other entity in competition with TRICOR's products or services having an office within any states contiguous to Tennessee. I will not engage in calling upon, soliciting, servicing, or interfering with, or divert by any means, any customers served by TRICOR.

I further agree that for and during the entire term of my consulting/contracting with TRICOR and for a period of one year following termination of consulting/contracting, all confidential and sensitive trade information including; but not limited to, data, sales figures, customer lists (current and potential), personnel history, design techniques, promotional procedures, and other pertinent business data of TRICOR shall be considered and maintained as private and privileged records of TRICOR. I shall not divulge such private and privileged records constituting confidential and sensitive trade information to any individual, firm, corporation, or other entity, except under direct written authorization of the TRICOR Chief Executive Officer. In the event of my threatened breach of these provisions, TRICOR shall be entitled to enforce these provisions by injunction. Nothing herein shall be construed as prohibiting TRICOR from pursuing any other remedies available to it, for such breach or threatened breach, including the recovery of damages from me.

I acknowledge and agree that in the event of my termination of consulting/contracting, for any cause whatsoever, my experience and capabilities are such that I can obtain consulting/contracting which does not conflict with the above provisions of this covenant. Enforcement of this agreement by injunction will not prevent me from earning a livelihood or impose any undue hardship, economic or otherwise.

Should any provision of this non-competition covenant be determined not to be valid, legal, or enforceable by a court of competent jurisdiction, then such provisions shall be amended by the parties hereto to make it valid, legal, and enforceable while keeping it as close to its original meaning as possible. The lack of validity, legality, or enforceability of any provision shall not affect in any manner the other provisions herein contained, which remain enforceable and in effect. These provisions shall endure the termination of my consulting/contracting with TRICOR.

Contractor's Signature Date

Chief Executive Officer's Signature Date

RFP Attachment 6.7

A. Schedule of Events

A.1 Schedule of Events

The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (Central Time Zone)	DATE (All Dates are State Business Days)
1. RFP Issued		April 10 , 2012
2. Disability Accommodation Request Deadline	3:00 p.m.	April 16, 2012
3. Pre-proposal Conference	9:00 a.m.	May 03, 2012
4. Notice of Intent to Propose		May 14, 2012
5. Written "Questions & Comments" Deadline	3:00 p.m.	May 21, 2012
6. State Response to Written "Questions & Comments"		May 25, 2012
7. Request for Proposal Deadline	3:00 p.m.	June 07, 2012
8. State Completion of Technical Proposal Evaluations		June 22, 2012
9. State Completion of Cost Proposals Evaluations	3:00 p.m.	June 27, 2012
10. Contract Signing		July 11, 2012
11. Contractor Contract Signature Deadline	3:00 p.m.	July 25, 2012

RFP Attachment 6.8

A. Implementation Schedule

- A.1. The following table represents the implementation dates for the TMS project. Items in blue represent deliverables upon which payment to contractor occurs. (All Dates are State Business Dates.)

EVENT	TIME	DATE
PHASE I		
Anticipated Start Date of Contract		August 01, 2012
Phase I Analysis and Design Begins		August 02, 2012
Project Plan Due to State	2:00 p.m. CST	August 06, 2012
State Approves Project Plan, Including Data Center Technical Specifications		August 08, 2012
Project Kick-off Meeting, Including OIR and TDOC and Contractor	2:00 p.m. CST	August 13, 2012
Design Document and Prototype Presented to State	2:00 p.m. CST	September 24, 2012
State Approves Design Document and Prototype		September 28, 2012
OIR Builds Test and Production Environment		September 29, 2012 – December 31, 2012
Programming, Including TOMIS Interface		October 01, 2012
Primary User Acceptance Testing Begins (Test Environment at Vendor Location)		January 03, 2013
Migration Plan Presented to State		January 03, 2013
Correct Any Errors Discovered		January 08, 2013
State Approves Project Migration Plan (Data Center Installations)		January 08, 2013
Migrate to Test Environment at State Data Center in Nashville, TN.		January 11, 2013
Primary User Acceptance Testing Begins (Test Environment at State Data Center)		January 14, 2013
Correct Any Errors Discovered After Migration		January 21, 2013
Move to Production Environment at State Data Center		January 25, 2013
Test Production Using “Joe Offender” as Customer Record. Any Errors Discovered in Production Will Be Corrected Within Twenty-four (24) Hours		January 28, 2013
Primary User Acceptance Sign-off of Phase I		January 31, 2013

Training State Staff Begins		February 04, 2013 through February 08, 2013 and March 08, 2013 through March 25, 2013 and March 25, 2013 through March 29, 2013.
PHASE II		
State Approves Design Document and Prototype		April 01, 2013
OIR Builds Test and Production Environment		July 08, 2013 through August 05, 2013
Programming Begins		July 08, 2013
Primary User Acceptance Testing Begins (Test Environment at State Data Center)		October 01, 2013
Any Errors Discovered are Corrected		October 14, 2013
Move to Production Environment at State Data Center		October 18, 2013
Test of Production Using "Jane Employee" as Customer Record. Any Errors Discovered in Production will be Corrected within Twenty-four (24) hours.		October 22, 2013
Primary User Acceptance Sign-off of Phase II		October 28, 2013
Training State Staff Begins		November 11, 2013 through November 15, 2013 and
		December 02, 2012 through December 06, 2013 and
		January 13, 2014 through January 17, 2014
PHASE III		
Post Implementation Review Begins		February 01, 2014
Post Implementation Review Ends		February 21, 2014
Phase III State Approval Sign-Off		February 24, 2014
PHASE IV		
Maintenance Period Begins		February 25, 2014
Maintenance Period Ends		July 31, 2017

RFP Attachment 6.9

A. Project Planning and Life Cycle Development Methodology

This section describes the project planning and life cycle development methodology to be used by the Contractor for this project.

A.1. Systems Development Life Cycle Methodology

The State requires a systems development life cycle methodology be followed during this contract. The Contractor may request the State's Information Technology Methodology (ITM) or use a similar format. The State requires a project management methodology be followed during this contract. The Contractor is advised to use the Project Management Body of Knowledge method (PMBOK) available to all professionals via the Internet.

A.2. Project Plan

The State requires the Contractor to provide a comprehensive Project Plan that clearly defines the scope of the project and the responsibilities of each stakeholder. Stakeholders include TRICOR staff, State Data Center staff, and Tennessee Department of Correction staff.

The Project Plan must contain the time frame and delivery date of all system modules, technical requirements (hardware and software installations, configurations, and settings required at the State Data Center), training and maintenance. All dates of deliverables should match the dates outlined in Attachment 6.8 – Implementation Schedule. Included in the Project Plan must be the resources assigned (both State and Contractor resources). The Project Plan may be presented in Microsoft Project or other similar format. The State must approve the Project Plan, in writing, before work on the system continues to the next step. Failure to provide an agreement upon Project Plan could result in termination of contract.

During the infrastructure planning, design and executing phases, the contractor is required to work closely with the State's Project Manager and also with the State Operations Project Management Office(OPMO) Project Manager, Office for Information Resources (OIR) System Architect, and OIR System Administrators. As the Contractor develops the infrastructure schedule, OIR will be consulted for time estimates and dates. The infrastructure planning and design phase deliverables must be approved by both the State's Project Manager and the State's Office for Information Resources (OIR.)

A.3. Weekly Conferences

The State requires the Contractor to conduct weekly conference calls with the State's Project Manager and the State Operations Project Management Office(OPMO) to discuss the status of each deliverable in the Project Plan. The State requires the Contractor to provide documentation, either hardcopy or electronic copy, containing an accurate assessment of the status of each deliverable outlined in the Project Plan by the date and time of the weekly conference call.

Failure to provide a weekly status of progress may result in liquidated damages, per Attachment 6.15.

RFP Attachment 6.10

A. Business and System Design

- A.1 This section describes the business and system design aspects required of the TRICOR Management System (TMS) application. Phase I of the TMS is Offender Management, Phase II is Employee Management, Phase III is Post-Implementation Review and Phase IV is Maintenance of TMS. This section provides business and design requirements for Phase I and Phase II.

TRICOR's mission is to prepare offenders for release. The offenders are located at any of the fourteen (14) correctional facilities across the state and are typically those with less than seven years remaining on their sentence. They can be male or female and must be approved for TRICOR participation through a series of qualifications issued by the Tennessee Department of Correction (TDOC.)

The TMS is to be the core application for monitoring human resources, both offenders and employees. With offenders, systematic review of training, applied resources (such as grants), certifications, successes and post-release progress are vital to the mission of agency. TRICOR serves approximately one thousand six hundred (1,600) offenders per year with about one hundred (100) of these offenders released annually. Approximately seven hundred (700) new offenders are entered into the system annually as potential TRICOR candidates simply by completing the orientation process, but only about one hundred (100) of these new applicants will succeed in being served by TRICOR. Since TRICOR is extremely interested in post-release success and low recidivism, the offender data must reside in the TMS indefinitely after the offender is released. With employees, systematic review of training, certifications, and case management results are equally vital to the mission of TRICOR. There are approximately one hundred and twenty (120) employees in TRICOR.

The TMS will replace the current Inmate Placement Program (IPP) system written in MS Access. The new TMS will provide all the same functionality as current system plus additional offender resource and data tracking. It must import all current data used in IPP so when the TMS is moved to production it is ready to use. In other words, the historical data currently residing in IPP will not be lost. The Contractor will be provided all current MS Access table layouts.

The TMS will also provide new functionality in that TRICOR employee resource management will also be part of the system.

The TMS is to be designed to monitor offender progress as they receive State services and to track and monitor their progress upon entering the free world. The TMS must also track and monitor the training scheduled and received by TRICOR employees. A key component of the system will be to report the relationship between a successful (or non-successful) offender and what types of training their case manager (or other TRICOR employee who may have impacted the offender) received. The TMS must be designed to accommodate all data related to the offender, including importing data from the State of Tennessee Department of Correction (TDOC) primary database known as TOMIS (Tennessee Offender Management Information System). Low recidivism helps the community at large and all State taxpayers. The correlation between resource allocation and employee or offender and the offender's success after release cannot be emphasized enough.

The TMS will be user friendly, with dashboard for TRICOR case managers to view on a daily basis. The offender dashboard should also display or "warn" user of any event affecting the offender within thirty (30) calendar days. The dashboard will include graphic representation of key indicators for each offender they are assigned, however there must be an overall management dashboard so any user can see the summarized progress of

offenders by facility and offenders by State. The dashboard will also include graphic representation of key indicators for each employee such as number of hours trained that year and number of offenders assigned, supervised or otherwise assisted.

The TMS will also include a dashboard for each TRICOR employee to instantly view the numbers of hours they lack (or have achieved) for the year. TRICOR requires all employees to have a minimum of forty (40) hours of training per year. There will be a central dashboard for those with system administrator rights to view the employee base and how well the numbers of hours of training are being achieved per year, per facility and by entire agency.

The users of the TMS will be TRICOR employees; however State Data Center staff and TDOC staff are key stakeholders and must be included in the development and maintenance of the system. The majority of TRICOR staff members are located in Nashville, TN.; however, TRICOR has staff in every correctional facility in the State. The system must be web accessible and user friendly.

For audit purposes, the TMS must track modifications in a maintenance file. The maintenance file must contain user name or ID, old value of field changed, new value of field changed, and time stamp of when the change was made. The maintenance file data will be assessable for any screen.

The modules to be included in the TMS application are:

1. Offender
2. Employees
3. Facilities
4. Resources
5. Funding and
6. System Administration.

Additional modules may be utilized upon approval of the State. Reports must be included for each module (or a cross section of modules) with the ability to both print and download. With the exception of data imported from TOMIS, all modules must have the standard read, write, modify and delete functions based on user security profile.

A.2. Detailed Description of Each Module Follows

a. Offender

The Offender module must include all data relevant to the offender. Fields included, but not limited to, are listed below.

Offender Name (first, middle and last)
Offender TOMIS Number
Offender's Current Facility of Incarceration
Offender's TRICOR Status (Yes, can be served or No, cannot be served) and Date of Status
Offender's Current Job Code with starting and ending dates
Offender's Current Job Description
Offender's Past Job Code – multiple occurrences
Offenders' Past Job Description – multiple occurrences
Offender Transitional Services Date (resource file) – multiple occurrences
Offender Transitional Services Description (resource file) – multiple occurrences
Offender Objectives – multiple occurrences
Offender Training and date of training
Offender Date of Release – multiple occurrences
Offender Type of Release – multiple occurrences
Offender Post Release Address
Offender Post Release Phone Number
Offender Post Release Contact Name

Offender Post Release Contact Address
Offender Post Release Contact Phone Number
Offender Post Release History of Address – multiple occurrences
Offender Post Release History of Phone Number – multiple occurrences
Offender Post Release History of Contact Name – multiple occurrences
Offender Post Release History of Contact Address – multiple occurrences
Offender Post Release History of Contact Phone Number – multiple occurrences
Offender Date, Type, and Wage of Post Release Employment – multiple occurrences
(resource file)
Offender Date of Re-incarceration – multiple occurrences
Offender Type of Re-incarceration – multiple occurrences

b. Employees

Employee Name (first, middle and last)
Employee Current Facility Assignment
Employee Current TRICOR Job Description
Employee Resource Number – multiple occurrences
Employee Resource Date Received – multiple occurrences
Employee Resource Comments – multiple occurrences
Employee History of Facility Assignments – multiple occurrences
Employee History of Job Descriptions – multiple occurrences
Employee Hours of Training-To-Date for Year – multiple occurrences

c. Facilities

Name of TDOC Prison
Code of TDOC Prison
Mailing Address of TDOC Prison
Shipping Address of TDOC Prison
Warden Name and Contact Information
Name of TRICOR Facility
Code of TRICOR Facility
Mailing Address of TRICOR Facility
Shipping Address of TRICOR Facility
Production Manager of TRICOR Facility

d. Jobs

Job Code (values that begin with “TR” are TRICOR job descriptions)
Job Description

e. Conferrals

TOMIS Number

Conferral 1
Conferral 2
Conferral 3
Conferral 4
Up to 50 (or unlimited)

f. Objectives

TOMIS Number
Objective 1
Objective 2
Objective 3
Objective 4

Up to 50 (or unlimited)

Resources (including Transitional Services) – can be training courses

Resource Number
Resource Name/Description
Resource Location (mailing address)
Resource Comments

g. Funding

Funding Code (value 1 is Federal Grant, value 2 is State Grant, value 3 is TRICOR, value 4 is Other)
Funding Description

h. Control Tables

The TMS will require various control tables, including but not limited to: Region Codes, County Codes, Race Codes, Category Codes and Status Codes. During the analysis phase of the project, these control tables will be properly identified by the Contractor.

i. System Administration

The System Administration module must include the ability to import data from the TOMIS system on a routine basis. This module must also include the ability to set passwords based on the security profile of each user. This module must include any system administration feature necessary to perform seamless and user-friendly transactions within the TMS application.

RFP Attachment 6.11

A. System Implementation Requirements

- A.1. This section describes the system implementation requirements, including training, for the TMS.

The implementation of the TMS must follow the Implementation Schedule in Attachment 6.8. The State requires standard test environments for each deliverable. These test environments are described in Attachment 6.12.

Contractor must provide basic User Acceptance Training, including formal test conditions for the State's primary user employees. Training must be conducted on site, in Nashville, TN.

Contractor must provide comprehensive training for all of the State's employees identified as users of the system. Training will be conducted on site, in Nashville, TN.

Contractor must provide all training materials to include an electronic copy of a Quick Reference Guide in MS Word format. In addition, the Contractor must provide detailed system documentation in MS Word electronic format for the Information Systems staff of TRICOR. The system documentation must include software (and versions) used, table layouts, data definitions, report listings and examples, and all screen shots. The system documentation must also include a comprehensive narrative on the System Administration module for the Information System staff at the State.

All training materials must be approved by the State.

A. System Technical Requirements

A.1. Description of the System Technical Requirements for the TMS

The TMS must be available to run seven (7) days a week, twenty four (24) hours a day, with the exception of planned maintenance. Planned maintenance must be performed on Sundays and State must be given a thirty (30) day notice of any planned maintenance. The State will provide standard nightly backups of all systems at the State Data Center, thus resulting in a loss of data no older than twenty four (24) hours in the event of a disaster. The contractor is required to participate in disaster recovery efforts within twenty four (24) hours of written or verbal notification of an actual event. The contractor shall remain engaged in recovery until the system returns to normal operation. Failure to do so may result in liquidated damages.

The TMS must have a response time between screens of displayed data of no more than one (1) second.

The database of the TMS must be housed at the State Data Center located in middle Tennessee. The TMS will be required to reside on a shared Windows 7 server in a Microsoft SQL database. Data transported on TCP/IP network must be encrypted, and all precautions to keep the data secure is expected. The State's Technology Architecture Standards can be provided upon request to Contractor for more detailed information.

The TMS application must be written using Microsoft Visual Studio.Net, the most current version. The application will be housed on a Microsoft.Net application server located at the State Data Center in a shared environment.

The TMS is web-based and must be accessed via standard Internet browsers. The State's current standard browser is MS Internet Explorer 7.0 and higher. At this time, the TMS application is not required to run on a mobile device, however, tablet browsers – such as Safari – are likely to be introduced within a few years and consideration to the screen design of TMS in a smaller format is encouraged but not required.

Additional software development tools may be used if listed in the State's Technology Architecture Standards or approved by the State in advance.

The State requires the following standard test environments to be utilized when appropriate:

1. Unit Test
Unit testing is performed on each module. Individual sets of test data and test plans will be created by the Contractor and TRICOR staff to completely test internal conditions of the module. Successful unit testing occurs when the modules' test plan is completed without failure. The test plan will reflect both positive and negative aspects of each option or condition within the module code.
2. Integration Test
Integration testing is performed on each sequence of related or dependent modules. Any sequence of modules which will run concurrently or consecutively to produce an output or a result will require integration testing. Full sets of test data and test plans will be produced by the Contractor and TRICOR staff which will completely test any conditions within the sequence.
3. System Test
The System Test will determine the accurateness of all system processing and will verify system outputs. Full sets of test data and test plans will be produced by the

Contractor and TRICOR staff, which will completely test and verify the system requirements.

4. Regression Test
Regression testing is performed on each module/program to check that a program has not "regressed", that is, that previous capabilities have not been compromised by introducing new ones. Regression testing is used to identify any defects which were inadvertently introduced since the previous test. Full sets of test data and test plans, which will completely test any conditions within the sequence, will be produced by the Contractor. Regression Testing is required before new changes to the system are introduced in the production environment.
5. Capacity Evaluation Test
Capacity Testing is performed by the Contractor at a system level and will test the limits of the system and will stimulate a production environment at peak times. The Capacity Test will determine when the application conforms to acceptable response and hardware load conditions.
6. State User Acceptance Test
State User Acceptance Testing will occur after approval has been given for all unit, integration, system and capacity testing. State User Acceptance Testing will be performed by TRICOR staff and will determine the accurateness and completeness of the functional and technical requirements.

A. Change Order and Maintenance Requirements

- A.1. This section describes the Change Order and Maintenance process for the TMS. This section defines requirements for Phase III and Phase IV of TMS.

A.2. Phase III Post - Implementation Review

The Contractor must be ready to perform the Phase III- Post Implementation Review, upon completion of the TMS and the State has approved and signed-off the Primary User Acceptance document of Phase II.

The Contractor will be required to address deficiencies (system bug) discovered during the Phase III Post-Implementation Review should be corrected immediately and not included as an enhancement. Phase III will be a period of lessons learned and how the system can be improved in the future. It will also be the assurance period, assurance that all system bugs (if any) have been worked out, before the final payment to the Contractor.

The State will document all system enhancements and changes noted during Phase I and Phase II of the system, and prioritize these modifications (if any) for the Maintenance Phase.

A.3. Phase IV - Maintenance Period

The Contractor will be paid on an hourly basis for system upgrades, technical support, additional training (if needed) or system modifications. There are no provisions in this contract for any item other than hourly services in the Maintenance Phase.

The Contractor may provide a form for the purpose of initiating these changes or the State can provide the document. Regardless, the document will be called a Change Order Form and will be consistently used.

The State will be required to submit one (1) Change Order Form to the Contractor before any TMS modifications can be performed. The State will be required to email the Change Order form as a MS Word document.

The Contractor will be required to return the Change Order Form via email as an Adobe PDF file.

At a minimum, the Change Order Form must contain:

A.3.a. To be filled out by the State:

- a. Name of TRICOR Requestor
- b. Name of TRICOR Requestor Supervisor
- c. Description of Service Requested
- d. Desired Completion Date of Request
- e. TRICOR Project Manager Name and all contact information
- f. Change Order Number

A.3.b. To be filled out by Contractor:

- a. Name of Contractor Responding to Request
- b. Estimated Number of Hours to complete Request
- c. Description of Service to be Provided
- d. Estimated Completion Date
- e. Contractor Project Manager Name and all contact information

A.3.c. To be filled out by State:

- a. Approval Signatures (written signature of both TRICOR requestor and TRICOR Requestor Supervisor)
- b. When the State submits a Change Order form, the Contractor has twenty (20) business days to respond to the request or liquidated damages may be assessed.
- c. Contractor will be allotted a ten percent (10%) maximum overage charge allowed for estimated hours.

It is important to note the Change Order process does not preclude Contractor from correcting any deficiencies in functionality or response time. Deficiencies (a.k.a. system "bugs") are defined as loss of functionality or response time caused by inefficient table structures, incorrect or poorly programmed source code, non-tested changes, unspecified functionality, erroneous design, poor or non-existent regression testing, or system upgrades performed by the Contractor that may or may not produce an official error message or cause system failure. Deficiencies are to be corrected by Contractor within eight (8) business hours of detection at no charge to the State. Failure to do so may result in liquidated damages.

RFP Attachment 6.14

A. Key Personnel Assignments

A.1. Description of the Level of Education and Experience Required by the Key Personnel Assigned by the Contractor to Develop and/or Maintain the TMS

A.1.a. Replacing key personnel before the completion of the project may result in liquidated damages.

A.1.b. Contractor is required to provide the following key personnel:

Project Manager	Lead Point of contact for the State
Business Analyst	Provides Analysis of the System Requirements
Application Developer	Provides System Design and Programming
System Tester	Provides all Levels of System Testing
Technical Architect	Provides Security and Interface Requirements, and Hardware and Software Requirements of the System
Trainer	Provides Training to the State

Key personal may overlap if necessary; however please include relative experience and development, formal education and years in the profession as it relates to each position. A Bachelor's Degree and a minimum of three years of relevant work experience or an Associate's Degree and a minimum of six years of relevant work experience are required for each title listed above except for System Tester and Trainer.

A.1.c. Each key personal listed above must provide a resume to the State at time proposal is submitted. The resume must include the following information:

- a. Individual Name
- b. Years with Organization
- c. Proposed Position (see above list)
- d. Education Background
- e. Relevant Work Experience and Results
- f. References, including contact information

Liquidated Damages

A.1 Description of the Liquidated Damages

- A.1 The Contractor acknowledges that if an event occurs that entitles the State to assess liquidated damages or pursue recovery of actual damages, the State may either assess liquidated damages or pursue recovery of actual damages, but not both. The Contractor further acknowledges that the billing by the State of the Contractor for liquidated damages is at the sole discretion of the State.
- A.2 The State may, at its sole discretion, choose to withhold liquidated damages from fees owing to the Contractor. The liquidated damages which are due to the State by the Contractor in the event certain contract milestones or deliverables are not met are detailed below.
- A.3 Removal of key personnel from the Contractor's project team at any time from the contract start date to sixty (60) days after the contract start date without written approval of the State may result in liquidated damages to the Contractor of Ten thousand dollars (\$10,000) for each occurrence.
- A.4 Contractor's failure to provide a written weekly status report (either hard copy or electronic copy) before Phase IV Maintenance may result in liquidated damages of Five hundred dollars (\$500) per week to the Contractor for each occurrence.
- A.5 The TMS must be available to run seven days a week, twenty-four (24) hours a day, with the exception of planned maintenance and events responsible by the State or events caused by natural disasters. Planned maintenance must be performed on Sundays and the State must be given a thirty (30) calendar day notice of any planned maintenance. Failure to provide system availability twenty-four (24) hours a day, seven (7) days a week except as stated may result in Twenty five hundred dollars (\$2,500) per day in liquidated damages.
- A.6 The TMS must have a response time between screens of displayed data of no more than one (1) second. Failure to provide response time of less than one (1) second per screen due to system design or other Contractor responsibility may result in Twenty five hundred dollars (\$2,500) per screen in liquidated damages.
- A.7 In the event a Change Order is not implemented by the established implementation date, liquidated damages may be assessed at the rate of One thousand, two hundred and fifty dollars (\$1,250) per day beyond the established implementation date.
- A.8 In the event a Change Order Form is not completed and returned to the State within twenty (20) business days, liquidated damages may be assessed at the rate of One thousand, two hundred and fifty dollars (\$1,250) per business day beyond the date of submission. Business day is defined as Monday through Friday, excluding State of Tennessee holidays.
- A.9 In the event the Contractor fails to correct TMS deficiencies (as defined in Attachment 6.13) within twenty-four (24) hours after notification from the State, liquidated damages may be assessed at the rate of One thousand, two hundred and fifty dollars (\$1,250) per day until the deficiencies have been corrected.
- A.10 In the event of identity theft involving inadequate security controls configured by The Contractor, the Contractor may be assessed for all costs incurred by the State as a result of such theft.

- A.11. The Contractor, in the event of a disaster, is required to assist in disaster recovery efforts within twenty-four (24) hours of written or verbal notification by the State. Failure to provide adequate disaster recovery assistance within twenty-four (24) hours of notification may result in liquidated damages being assessed by the State at the rate of One thousand, two hundred and fifty dollars (\$1,250) per day. Disasters are defined as any sudden, unplanned event that results in the State Data Center or central office of the State being without access to the TMS data.